

# **Exhibit B**

REC 06-21-1995 SHEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

*Rec'd 11/21/95*

FORM PTO-1594 (Rev. 6-93) OMB NO. 2050-0101 (exp. 4/94)		100028319	..... attached original documents or copy thereof.		
<b>Name</b> : Honorable Commissioner of Pat. <input checked="" type="checkbox"/> Name of conveying party(ies): <b>REUBEN A. SCHMITZ</b> <b>8685 N.W. 53RD TERRACE</b> <b>MIAMI, FLORIDA 33166</b>		<b>2. Name and address of receiving party(ies)</b> <b>Name:</b> <u>NEWIMM NATIONAL CORP.</u> <b>Internal Address:</b> <b>Street Address:</b> <u>8685 N.W. 53RD TERRACE</u> <b>City:</b> <u>MIAMI</u> <b>State:</b> <u>FLORIDA</u> <b>ZIP:</b> <u>33166</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of <u>Delaware</u> <input type="checkbox"/> Other _____ <b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designator is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small> <small>(Designators must be a separate document from assignment)</small> <small>Additional name(s) &amp; addresses attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>			
<b>Execution Date:</b> <u>May 16, 1995</u>					
<b>4. Application number(s) or patent number(s):</b> <table border="0"> <tr> <td><b>A. Trademark Application No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b></td> <td><b>B. Trademark Registration No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b></td> </tr> </table>				<b>A. Trademark Application No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b>	<b>B. Trademark Registration No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b>
<b>A. Trademark Application No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b>	<b>B. Trademark Registration No.(s)</b>  <b>SEE SCHEDULE I ATTACHED</b>				
<small>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> <b>Name:</b> <u>REUBEN A. SCHMITZ</u> <b>Internal Address:</b> <hr/> <b>Street Address:</b> <u>8685 N.W. 53RD TERRACE</u> <hr/> <b>City:</b> <u>MIAMI</u> <b>State:</b> <u>FLORIDA</u> <b>ZIP:</b> <u>33166</u>		<b>6. Total number of applications and registrations involved:</b> <u>24</u> <hr/> <b>7. Total fee (37 CFR 3.41):</b> <u>\$815.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account			
<b>8. Deposit account number:</b> <hr/> <small>(Attach duplicate copy of this page if paying by deposit account)</small>					
<u>050 MH 06/07/95 1230609</u> <b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>050 MH 06/07/95 1230609</u> <u>0 481 40.00 CK</u> <u>050 MH 06/07/95 1230609</u> <u>0 482 525.00 CK</u>					
<b>Name of Person Signing:</b> <u>TAKA YOSHIMOTO</u> <b>Signature:</b> 		<b>Date:</b> <u>May 16, 1995</u> <b>Total number of pages including cover sheet, attachments, and document:</b> <u>3</u>			
<small>Mail documents to be recorded with required cover sheet. Information to: Commissioner of Patents &amp; Trademarks, Box Assignments</small>					

TRADEMARK

REF ID: 1358 FRAME: 0750

## Schedule I

BENIHANA  
SERVICE & TRADEMARK REGISTRATIONS

MARK	TYPE	INT'L CLASS	REG. NO.	REG. DATE	EXP. DATE	COMMENTS
BENIHANA	SERVICE	42	1,230,609	03-08-83	03-08-03	
BENIHANA OF TOKYO	SERVICE	42	940,142	08-01-72	08-01-02	
FLOWER DESIGN	SERVICE	42	937,781	07-11-72	07-11-02	
BENIHANA OF TOKYO IN COMBINATION WITH FLOWER DESIGN	SERVICE	42	1,023,483	10-21-75	10-21-95	
BENIHANA (FOR CUTLERY)	TRADE	8	1,130,694	02-12-80	02-12-00	Amended 08-10-86; Deleted "OF TOKYO"
FLOWER DESIGN (FOR CUTLERY)	TRADE	8	1,130,695	02-12-80	02-12-00	
BENIHANA	TRADE	29	1,360,873	07-23-85	07-23-05	
FLOWER DESIGN	TRADE	29	1,363,082	08-06-86	08-06-05	
FAMOUS RESTAURANT CLASSICS	TRADE	29	1,345,354	06-26-85	06-25-05	
BENIHANA (FOR WINES)	TRADE	33	1,412,570	10-07-86	10-07-06	
FLOWER DESIGN (FOR WINES)	TRADE	33	1,426,792	01-27-87	07-27-06	
BENIHANA (FOR HAND TOOLS)	TRADE	8	1,412,071	10-07-86	10-07-06	
FLOWER DESIGN (FOR HAND TOOLS)	TRADE	8	1,414,757	10-28-86	10-28-06	
BENIHANA (ELEC. COOKING GRILL)	TRADE	11	1,412,228	10-07-86	10-07-06	
FLOWER DESIGN (ELEC. COOKING GRILLS)	TRADE	11	1,413,249	10-14-86	10-14-06	
BENIHANA (FOR SAKE)	TRADE	33	1,371,624	11-19-85	11-19-05	Assigned from TAKARA

<u>MARK</u>	<u>TYPE</u>	<u>INT'L CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE</u>	<u>COMMENTS</u>
BENIHANA (FOR FRANCHISE SERVICES)	SERVICE	35	1,531,195	03-21-89	03-21-09	
FLOWER DESIGN (FOR FRANCHISE SERVICES)	SERVICE	35	1,535,708	04-18-89	04-18-09	
BENIHANA GOURMET STEAKS	TRADE	29,30	1,640,640	12-09-91	12-09-97	
FLOWER DESIGN (GOURMET STEAKS)	TRADE	29,30	1,637,020	03-05-91	03-05-97	
BENIHANA (GOURMET STEAKS)	TRADE	29,30	1,638,536	03-19-91	03-05-97	
BENIHANA (IN SCRIPT) IN COMBINATION WITH CHINESE CHARACTERS (FOR FOOD PRODUCTS AND COOKING OILS)	TRADE	29	74/521,919 (Serial No.)	04-29-94 (File Date)		Application Pending
FLOWER DESIGN (FOR FOOD PRODUCTS AND COOKING OILS)	TRADE	29	74/521,920 (Serial No.)	04-29-94 (File Date)		Application Pending
BENIHANA (FOR EDIBLE OILS AND FATS)	TRADE	29	74/594,023 (Serial No.)	11-02-94 (File Date)		Application Pending

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to obtain and hold, registrations of the same, and renewals and extensions thereof (collectively, the "Trademark"), in all states of the United States and its territories and possessions, including, without limitation, Puerto Rico, and in all other countries located in South and Central America and the islands of the Caribbean Sea (the "Territory").

(b) All claims, demands and causes of action of whatsoever nature which the Assignor now has with respect to the Trademark arising with respect to the territory, and all rights to sue thereon and to recover thereon, including without limitation, all causes of action for, and all rights to sue for and to recover and retain damages and profits for, past infringement of the use of the Trademark.

2. Transfer of Registration. The Assignor hereby authorizes and requests the United States Register of Patents, Copyrights and Trademarks, and, as appropriate, the corresponding officials in the several states, and other countries in the Territory to record the Assignee as the owner of and to issue in accordance with this Instrument all registrations of the Trademark and all applications for any of the same, which are assigned to the Assignee by this Instrument or which relate to the subject matter so assigned.

3. Further Assurances. Assignor shall perform all such further actions and shall execute, acknowledge and

deliver all such further assignments, transfers, consents and other documents as Assignee, or its counsel, may reasonably request to vest more fully in Assignee, and perfect Assignee's rights to and interest in, and enjoyment of, the Trademark.

4. Parties in Interest. This Instrument shall inure to the benefit of the Assignee and its successors, assigns and legal representatives, and shall be binding upon the Assignor and its successors, assigns and legal representatives.

5. Governing Law. This Instrument shall be construed and enforced in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

IN WITNESS WHEREOF, the undersigned have duly executed this Bill of Sale, and caused it to be acknowledged on the day and year first above written.

BENIHANA OF TOKYO, INC.

By: \_\_\_\_\_  
Taka Yoshimoto,  
Executive Vice President

The foregoing Assignment is accepted as of the day and year first above written.

BENIHANA NATIONAL CORP.

By:   
Joel A. Schwartz,  
President

ASSIGNMENT OF TRADEMARKS

This instrument dated May 15, 1995 is by and between BENIHANA OF TOKYO, INC., a New York corporation, having its principal executive offices at 8685 Northwest, 53rd Terrace, Miami, Florida 33166 (the "Assignor") and BENIHANA NATIONAL CORP., a Delaware corporation, having its principal executive offices at 8685 Northwest, 53rd Terrace, Miami, Florida 33166 (the "Assignee").

1. Assignment. Pursuant to that certain Agreement and Plan or Reorganization dated as of December 29, 1994 and amended as of March 17, 1995 (as amended, the "Agreement") by and among Assignor, Assignee, Benihana National Corp., a Delaware corporation and BNC Merger Corp., a Delaware corporation, and for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to each of the following:

(a) The servicemarks and trademarks listed on Schedule A annexed hereto and applications and registrations therefor, and all the goodwill related thereto, together with all rights to apply for, in the name of the Assignor or otherwise as may be appropriate and as may be elected by the Assignee, and

TRADEMARK  
RBNB : 1358 FRAME: 0755

STATE OF FLORIDA      )  
                          ) ss.:  
COUNTY OF DADE        )

On the 15 day of May, 1995, before me personally  
came TAKA YOSHIMOTO, to me known, who, being by me duly sworn,  
did depose and say that he is the Executive Vice President of  
BENIHANA OF TOKYO, INC., the corporation described in and which  
executed the above instrument; and that he signed his name  
thereto by order of the Board of Directors of said corporation.

*Eugene M. Malouf*

Notary Public



**Schedule A****Trademarks and Servicemarks**

<u>Mkt.</u>	<u>Type</u>	<u>INT'L CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>EXP. DATE</u>	<u>COMMENTS</u>
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BENIHANA FLOWER DESIGN	TRADE	29	1,350,873	07-23-85	07-23-05	
FAMOUS RESTAURANT CLASSICS	TRADE	29	1,353,082	08-06-85	08-06-05	
BENIHANA (FOR WINES)	TRADE	33	1,412,370	10-07-86	10-07-06	
FLOWER DESIGN (FOR WINES)	TRADE	33	1,426,792	01-27-87	01-27-06	
BENIHANA (FOR HAND TOOLS)	TRADE	8	1,412,071	10-07-86	10-07-06	
FLOWER DESIGN (FOR HAND TOOLS)	TRADE	8	1,414,797	10-28-86	10-28-06	
BENIHANA (ELEC. COOKING GRILL)	TRADE	11	1,412,228	10-07-86	10-07-06	
FLOWER DESIGN (ELEC. COOKING GRILLS)	TRADE	11	1,413,249	10-14-86	10-14-06	
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FLOWER DESIGN (FOR FOOD PRODUCTS AND COOKING OILS)	TRADE	29	74/521,920 (SERIAL NO.)	04-29-94 (FILE DATE)		APPLICATION PENDING
BENIHANA (FOR EDIBLE OILS AND FATS)	TRADE	29	74/594,023 (SERIAL NO.)	11-02-94 (FILE DATE)		APPLICATION PENDING